

C O U N C I L C O M M U N I C A T I O N

TO: THE CITY COUNCIL
FROM: THE CITY MANAGER'S OFFICE

COUNCIL MEETING DATE
May 4, 1988

SUBJECT: APPROVE EMPLOYMENT AGREEMENTS FOR CITY ATTORNEY AND CITY CLERK

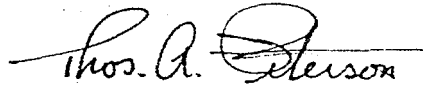
PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council approve employment agreements between the City of Lodi and the City Attorney and the City of Lodi and the City Clerk.

BACKGROUND INFORMATION: Shortly after my appointment in April, 1985, the City Council deemed it appropriate, and I concurred, that there be an employment agreement between the City and the City Manager. Such an agreement was approved by the City Council at its regular meeting of September 4, 1985. With the appointment of the new City Attorney, then-Mayor suggested it would be appropriate to put in effect a similar agreement covering that position. It was further suggested that the City Clerk be covered likewise by such an agreement. This then would clearly set forth the terms and conditions of employment of the City Council's three full-time appointees. These agreements are patterned after the City Manager's employment agreement. Attached are copies of the City Attorney's agreement (Exhibit A) and the City Clerk's agreement (Exhibit B).

Perhaps the most significant point is that these are agreements, not contracts. Specifically, the agreements provide that: "Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of EMPLOYEE" (meaning the City Attorney or City Clerk as the case may be). Thus the incumbents in these positions continue to serve as "at pleasure" appointees of the City Council.

Respectfully submitted,



Thomas A. Peterson
City Manager

TAP:br

Attachments

TXTA.07A COUNC355

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of May, 1988, by and between the CITY OF LODI, a municipal corporation of the State of California, hereinafter "CITY" and BOBBY W. McNATT, hereinafter "EMPLOYEE", who hereby agree as follows:

WITNESSETH:

WHEREAS, EMPLOYEE has been engaged to perform the duties as City Attorney for CITY; and

WHEREAS, EMPLOYEE has the duty to perform the functions and duties specified in the California Government Code, Business and Professions Code, Rules of Professional Conduct for Attorneys and other state and local statutes, and to perform such other legally permissible duties and functions as the City Council shall from time to time assign; and

WHEREAS, it is the desire of CITY to

- (1) retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; and
- (2) to make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; and
- (3) to provide a just means for terminating EMPLOYEE'S services at such time as he may be unable to discharge fully his duties, due to age, disability, or because CITY otherwise desires to terminate his employment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GENERAL

CITY hereby agrees to continue to employ EMPLOYEE as City Attorney to perform the functions and duties specified above and all other duties necessary and proper in the conduct of an attorney-client relationship.

2. BASE COMPENSATION

CITY agrees to pay EMPLOYEE a base salary of Fifty Eight Thousand Nine Hundred and Twenty Dollars (\$58,920) per year, which sum may be adjusted from time to time by action of the City Council, payable in twenty-six (26) equal installments at the same time as other CITY employees are generally paid.

In addition, CITY agrees to increase said base salary of EMPLOYEE in such amounts and to such an extent as the City Council may determine that it is desirable to do so on the same basis of an annual salary review of said EMPLOYEE made at the same time as similar consideration is given other employees generally.

EMPLOYEE'S first review shall occur on December 1, 1988.

For purposes of fringe benefits, EMPLOYEE is considered to be a CLASSIFICATION "A" employee as defined in Resolution No. 4336 - "A Resolution Adopting Management Incentive Plan as City Policy" which was adopted by the Lodi City Council on March 16, 1977, except that no CITY contributions are made to EMPLOYEE'S Deferred Compensation Account.

3. DUES, SUBSCRIPTIONS and MEMBERSHIPS

CITY shall pay such professional dues, subscriptions and memberships in such organizations necessary for EMPLOYEE to maintain professional relationships in appropriate national, regional, state and local associations and organizations necessary and desirable for EMPLOYEE'S continued professional growth and advancement and benefit to CITY.

4. PROFESSIONAL DEVELOPMENT

CITY recognizes and wishes to encourage the professional development of EMPLOYEE. To this end, EMPLOYEE is encouraged to continue his professional development through his involvement with professional societies and organizations including but not limited to the League of California Cities, NIMLO, Valley City Attorneys' Group, and other similar national, regional, State and local organizations. CITY agrees to budget and pay for reasonable travel and subsistence expenses of EMPLOYEE in attending such meetings and conferences which assist in EMPLOYEE'S professional advancement.

5. VACATION LEAVE

EMPLOYEE shall be granted paid vacation leave at the same rate of accumulation granted to other City employees. Upon termination or resignation of employment, EMPLOYEE or those entitled to EMPLOYEE'S estate shall receive a lump sum payment for unused or accumulated vacation time to his credit at his pay rate as of the date of termination.

6. SICK LEAVE

EMPLOYEE shall be granted sick leave at the same rate of accumulation granted to other CITY employees. CITY shall advance to EMPLOYEE, twelve (12) days of sick leave against his first year's accumulation as of the date of his employment, May 2, 1988.

7. ADMINISTRATIVE LEAVE

CITY agrees to grant EMPLOYEE eighty (80) hours of administrative leave per calendar year, forty (40) hours of which may be taken in pay.

8. HOLIDAYS

EMPLOYEE shall receive the same number of paid holidays granted to other Management employees.

9. HEALTH ~~INSURANCE~~

CITY agrees to provide EMPLOYEE and his dependents with medical, dental, vision and long-term disability insurance at no premium cost to EMPLOYEE. The amount of the deductible or co-insurance under the City Plan shall be paid by EMPLOYEE.

10. RETIREMENT

CITY is a full member of the Public Employees' Retirement System (PERS) to which CITY agrees to contribute to EMPLOYEE'S account, the total required by it and also EMPLOYEE'S contribution of seven (7) percent to the membership contract with PERS for each pay period.

Pursuant to a City Council policy previously established, EMPLOYEE shall advise the City Council at least six (6) months prior to his anticipated date of retirement.

11. SEVERANCE PAY

In the event that EMPLOYEE is terminated by the City Council during such time that he is willing and able to perform the functions and duties of City Attorney, then in that event, CITY agrees to pay to EMPLOYEE a lump sum cash payment equal to six (6) months aggregate salary. However, if EMPLOYEE is terminated because of his conviction of a crime of moral turpitude, CITY shall have no obligation under this section to pay any sums so provided.

12. MOVING EXPENSES

CITY agrees to pay reasonable moving expenses for EMPLOYEE'S move and relocation from his present residence to a home in the Lodi area. EMPLOYEE shall obtain three estimates for such moving costs, and CITY shall pay an amount equal to the lowest estimate.

13. EMPLOYMENT TERM

EMPLOYEE shall be deemed an at-will employee and shall serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of EMPLOYEE, nor the rights of EMPLOYEE to resign at any time from his position as City Attorney.

14. RESIGNATION

In the event EMPLOYEE terminates this Agreement by voluntary resignation of his position as City Attorney, EMPLOYEE shall not be entitled to severance pay otherwise provided in Section 11 of this Agreement. In the event EMPLOYEE shall voluntarily resign, he shall give at least sixty (60) days written notice in advance. EMPLOYEE shall be entitled to all earned salary and in-lieu vacation leave.

15. OTHER TERMS AND CONDITIONS

All provisions of the Lodi Municipal Code, official policies and regulations and rules of CITY relating to vacation, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or may hereafter be modified, shall also apply to EMPLOYEE as they would to other Management employees of CITY in addition to the benefits set out herein.

16. SEVERABILITY


If any provision, or portion of any provision hereof shall be deemed unconstitutional, unenforceable or otherwise invalid, the remainder of this Agreement shall be deemed severable and shall not be affected, but shall remain in full force and effect.

17. EXECUTION

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed in its behalf by the Mayor, and EMPLOYEE has signed and executed this Agreement as of the day and year first written above.

CITY OF LODI, a municipal
corporation

CITY

By  3
JAMES W. PINKERTON
Mayor

✓ EMPLOYEE

ATTEST:


ALICE M. REIMCHE
City Clerk


BOBBY W. McNATT

APPROVED AS TO FORM


ALICE M. REIMCHE
City Clerk

AGRMCNAT.T/TXTA.01V

A G R E E M E N T

THIS AGREEMENT made and entered into this 4th day of May, 1988, by and between the CITY OF LODI, CALIFORNIA, a municipal corporation, hereinafter called "CITY" and ALICE M. REIMCHE, hereinafter called "EMPLOYEE", both of whom understand as follows:

W I T N E S S E T t i:

WHEREAS, EMPLOYEE has been and is now engaged in the discharge of her duties as City Clerk; and

WHEREAS, EMPLOYEE has the duty to perform the functions and duties specified in the Government Code of the State of California, as set forth in the Lodi Municipal Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

WHEREAS, it is the desire of CITY to (1) retain the services of EMPLOYEE and to provide inducement for her to remain in such employment; and (2) to make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; and (3) to provide a just means for terminating EMPLOYEE'S services at such time as she may be unable to discharge fully her duties due to age, disability, or because CITY otherwise desires to terminate her employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. GENERAL

CITY hereby agrees to continue to employ EMPLOYEE as City Clerk of CITY to perform the functions and duties specified in the Government Code of the State of California, the Lodi Municipal Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. BASE COMPENSATION

CITY agrees to pay EMPLOYEE a base salary of \$37,810.00 per year, which sum may be adjusted from time to time by action of the City Council, payable in twenty-six (26) equal installments at the same time as other CITY employees are generally paid.

In addition, CITY agrees to increase said base salary of EMPLOYEE in such amounts and to such an extent as the City Council may determine that it is desirable to do so on the basis of an annual salary review of said EMPLOYEE made at the same time as similar consideration is given other employees generally.

For the purpose of fringe benefits EMPLOYEE is considered to be a CLASSIFICATION "A" employee as defined in Resolution No. 4336 - A Resolution Adopting Management incentive Plan as City Policy which was adopted by the Lodi City Council on March 16, 1977.

3. DEFERRED COMPENSATION

In addition to said base compensation, CITY agrees to deposit annually an amount equal up to three (3) percent of EMPLOYEES base compensation in a deferred compensation plan approved by CITY on behalf of employee, provided an equal amount is deposited by EMPLOYEE.

4. AUTOMOBILE

To assist and facilitate EMPLOYEE'S duties and responsibilities on behalf of CITY, CITY agrees to pay EMPLOYEE \$100.00 per month automobile allowance for the use of her personal vehicle in the conduct of CITY business.

5. DUES. SUBSCRIPTIONS. MEMBERSHIPS

CITY shall pay such professional dues, subscriptions and memberships in such organizations necessary for EMPLOYEE to maintain professional relationships in appropriate national, regional, state and local associations and organizations necessary and desirable for her continued professional growth and advancement and benefit to CITY.

6. PROFESSIONAL DEVELOPMENT

CITY recognizes and wishes to encourage the professional development of EMPLOYEE. To this end, the EMPLOYEE is encouraged to continue her professional development through her involvement with professional societies and organizations including but not limited to the International City Clerks Association, the California City Clerks' Association, the League of California Cities, and such other national, regional, state and local Government groups and committees of which the EMPLOYEE may be a member. CITY agrees to budget and pay for reasonable travel and subsistence expenses of EMPLOYEE in attending meetings and conferences which assist in her professional advancement.

7. VACATION LEAVE

EMPLOYEE shall be granted paid vacation leave at the same rate of accumulation granted all other City employees. Upon termination or resignation of employment, EMPLOYEE or those entitled to her estate, shall receive a lump sum payment for unused or accumulated vacation time to her credit at her pay-rate as of the date of termination.

8. SICK LEAVE

EMPLOYEE shall be granted sick leave at the same rate of accumulation granted all other CITY employees.

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9. ADMINISTRATIVE LEAVE

CITY agrees to grant EMPLOYEE eighty (80) hours of administrative leave per calendar year, forth (40) hours of which may be taken in pay.

10. HOLIDAYS

EMPLOYEE shall receive the same number of paid holidays granted all other management employees.

11. HEALTH INSURANCE

CITY agrees to provide EMPLOYEE and her dependents with medical, dental, vision, and long term disability insurance at no premium cost to EMPLOYEE. The amount of any deductible or co-insurance under CITY'S insurance plan shall be paid by EMPLOYEE.

12. RETIREMENT

CITY is a full member of the Public Employees Retirement System (PERS) to which CITY agrees to contribute to EMPLOYEE'S retirement account the total amount required by it and EMPLOYEE'S contribution of seven (7) percent to the membership contract with PERS for each pay period.

Pursuant to a policy previously established by the Council, EMPLOYEE will advise the City Council at least six months prior to her anticipated date of retirement.

13. SEVERANCE PAY

In the event EMPLOYEE is terminated by City Council during such time that EMPLOYEE is willing and able to perform the functions and duties of City Clerk then, in that event, CITY agrees to pay EMPLOYEE a lump sum cash payment equal to six (6) months' aggregate salary. However, if EMPLOYEE is terminated because of her conviction of any illegal act involving personal gain to her then, in that event, CITY shall have no obligation to pay the aggregate severance sum provided in this section.

14. EMPLOYMENT TERM

EMPLOYEE shall serve as an "at pleasure" appointee of the City Council.

Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of EMPLOYEE.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from her position as City Clerk.

15. RESIGNATION

In the event EMPLOYEE terminates this agreement by voluntary resignation of her position with CITY, EMPLOYEE shall not be entitled to severance pay otherwise provided in Section 13 herein. In the event EMPLOYEE voluntarily resigns her position with CITY, she shall give CITY at least forty-five days advance written notice. EMPLOYEE shall be entitled to all earned salary and in-lieu vacation leave.

16. OTHER TERMS AND CONDITIONS

All provisions of the City of Lodi Municipal Code, official policies and regulations and rules of CITY relating to vacation, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other management employees of CITY in addition to said benefits set out herein.

17. SEVERABILITY

If any provision, or any portion of any provision hereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

18. EXECUTION

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this agreement to be signed and executed in its behalf by the Mayor, and EMPLOYEE has signed and executed this agreement as of the day and year first above written.

EMPLOYEE

CITY OF LODI

By: Mae M. Buncick
City Clerk

By: [Signature]
Mayor

APPROVED AS TO FORM

BJS McCall
City Attorney